

# **Application for Irrevocable Documentary Credit / SBLC**

# Date:

To: Oman Arab Bank S.A.O.G. having commercial registration no. 1223518 and having its registered address at Al Ghubra North, P O Box 2240, PC 130, Sultanate of Oman, through its branch located at Al Ghubra North (the "Bank")

We, the applicant request you, "the Bank" to establish	(the "Applicant"), Letter of Credit in accordance with our instructions below and to
advise the beneficiary by authenticated tele-transmission (whe bank or the Advising bank –	hich shall be an operative Credit instrument) through your <b>Correspondent</b>
SWIFT code: [] as pe	er following details.
DC / SBLC Currency & Amount:	
DC / SBLC Currency & Amount in words:	
Tolerance in Amount & Quantity (If Any)	
	/ Place of Expiry:
Latest shipment / delivery date:	
D/C Applicant Name and Address	Beneficiary Name and Address
Available with:	Available by:
Drafts at:	•
Partial shipment:	Transshipment:
Place of Taking in Charge / Shipment	
Port of Loading / Airport of Departure:	
Port of Discharge / Airport of Destination:	
Place of Final Destination / Place of Delivery:	

Stamp and Sign of Applicant's authorized signatories

Mode of shipment	Sea	Air		Roa	ıd	Pos	st / Couri	er
INCOTERMS	CA FAS FOB	☐ CFR	☐ CIF	СРТ	☐ CIP	☐ DPU	☐ DAP	DDP
Brief and specific Description	of Goods / Services:							
Shipping Marks:								
THE STATE OF THE S			Presenta	tion perio	od:			
Confirmation Instructions:						oading / A	irport of D	eparture
			but within	Expiry Da	te			
Foreign DC's -	Charges & Commis inside Oman	sion				Charges outside O		ssion
Local DC's -	Applicant Bank's Cl Commission	harges &				Beneficia & Commi		Charges
Local DC's -  Documents required - (Sele	Commission							Charges
Documents required - (Sele	Commission ect by ticking the ch	eck box)				& Commi	ssion	•
Documents required - (Sele	Commission  ct by ticking the cho	eck box)	_		of goods,	& Commi	ssion	Charges / delivery
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Documents required - (Sele  ☐ Signed Commercial Invoice in terms, Country of Origin and Name  ☐ Certificate of Origin issued by	Commission  ect by ticking the choose of Manufa	copies standarders / Prescree / Indus	oducers /	Processor	of goods, s.	& Commi	<b>Shipment</b>	/ delivery
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Documents required - (Sele  ☐ Signed Commercial Invoice in terms, Country of Origin and Name  ☐ Certificate of Origin issued by	Commission  Let by ticking the character of Comments o	copies standarders / Preferce / Industrial	roducers /	Processor	of goods, s.	& Commi	<b>Shipment</b>	/ delivery
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Stamp and Sign of Applicant's authorized signatories

	Full set of at least 3/3 originals Clean, Shipped on Board, Marine Bill of Lading made out or endorsed "to the order" of "Oman
Ara	b Bank SAOG" notify applicant and us, Marked stating:
•	Description of goods
•	Full name and address of the shipping company's agent in the country of destination
•	Shipment in containers, indicating the container numbers and seal numbers
•	IMO number, HS Code of the goods shipped, this DC number and the invoice number
	Airway Bill(s) (Consignor's / Shippers copy) / Courier Bill(s) / Postal receipt(s) issued by the Carrier consigned to "Oman Arab
Ban	k SAOG", notify applicant and us, marked , stating:
•	Description of goods
•	showing actual date of dispatch/shipment
•	Flight number, HS Code of the goods shipped, this DC number and the invoice number
	Delivery Note / Order issued by the beneficiary on their letter head certifying that the goods have been received in good order
and	$condition \ and \ stating \ the \ date \ of \ receipt \ of \ goods. \ The \ delivery \ note \ / \ order \ must \ be \ countersigned \ by \ applicants \ representative(s)$
who	se name and signature(s) are attached
	Packing list in original and copies certifying that the goods have been packed in export worthy packing.
	Weight list in original and copies showing gross and net weight of the goods shipped
	Truck Consignment Note (Truck Way bill / Receipt) (for Road shipment) issued by the Carrier or their agent, consigned to Oman
Ara	b Bank SAOG, notify applicant and us, Marked and stating:
The	truck number, Date of Dispatch, DC number, and Invoice number
•	We hereby certify that this road transport document is the only one issued in connection with the goods described therein and
	we assume full responsibility if this statement is proven to be incorrect
whi add fron	ed not later than the date of shipment, issued to the order of Oman Arab Bank SAOG, listing details of goods shipped for ch the policy / Certificate is issued showing claims payable in Sultanate of Oman irrespective of percentage, stating name and ress of insurance company agent or representative in applicant's country and showing premium paid and covering "All Risks" in beneficiary's warehouse to applicant's warehouse including Institute Cargo Clauses (A), Institute War Clauses, Institute Strikes uses, Land Transit Clauses, TPND, JWOB and SRCC clauses.
	Copy of email sent by the beneficiary to the insurance company evidencing details of shipment like invoice number, amount, description of goods, transport document number, shipment date, name and age of vessel (for sea shipment) stating open cover insurance policy no.  and insurance company name
its I i. O ii. O iii. C	nin 7 days of shipment to  Certificate issued by the ship owner or master or carrier or carrier's agent stating the name of the vessel carrying the goods and MO number certifiying that the goods have been shipped in a vessel classed per institute of London underwriters classification clauses or equivalent in a vessel not over 25 years of age  On a vessel allowed to enter the ports of Sultante of Oman in containers.

#### **Additional Conditions**

- · All documents including drafts If any must indicate the DC number, date of issue and name of the issuing bank.
- · All documents must be printed on the issuers' letterhead.
- · All documents must be issued In English Language.
- · All documents must be dated on or after the date of issue of the DC.
- Bill(s) of lading showing charges additional to the "Freight" mentioned in article 26 (C) of the Uniform Customs and Practice for Documentary Credits 2007 Revision Publication No.600, acceptable except where such additional charges are demurrages fees for containers.
- · Documents showing any alterations / corrections without authentication by the issuer are not acceptable.
- · Short form or blank back bill(s) of lading are not acceptable.

Special instructions / Additional documentary requirements (if any)					

This Irrevocable / Standby documentary credit Application (the "Application") and the documentary credit issued hereunder ("Documentary Credit") incorporate, are subject to and governed by the LC Master Agreement Terms and Conditions for Opening Documentary Credits (as amended from time to time) (the "DC General Conditions"), as if they were set out in full in this application, save for where any of the terms of the DC General Conditions may be inconsistent with or conflict with the terms of this Application. In such case, this Application shall prevail to the extent of such inconsistency or conflict only, but all other terms and conditions of the DC General Conditions shall remain unaffected.

يتضمن طلب الاعتماد المستندي غير القابل للإلغاء/ خطاب الائتمان الاحتياطي ("الطلب") والاعتماد المستندي الصادر بموجب هذه الاتفاقية ("الاعتماد المستندي") ويخضع لشروط وأحكام اتفاقية الاعتماد المستندي الرئيسية لفتح الاعتمادات المستندية (بصيغتها المعدلة من وقت لأخر) ("الشروط العامة للاعتمادات المستندية")، كما لو كانت مُدرجة بالكامل في هذا الطلب، باستثناء الحالات التي قد تكون فيها أي من الشروط العامة للاعتمادات المستندية غير متوافقة مع شروط هذا التطبيق أو تتعارض معها. في مثل هذه الحالة، يتم العمل بأحكام هذا الطلب فيما عدا حالات الاختلاف أو التعارض فقط، وفي غير هذه الحالات، تظل جميع الشروط والأحكام الأخرى لشروط الاعتمادات المستندية العامة ثابتة .

## Customer instruction and undertaking to the Bank

The Applicant authorizes the Bank to debit the Applicant's account

maintained with the Bank ("Applicant's Account"), towards the payment of bills / claims received under this Documentary Credit / Standby LC and undertake to provide sufficient funds to be available in the Applicant's Account. The Bank is also irrevocably authorized to debit the Applicant's Account towards required margin (if applicable), all charges, commission and interest, difference in exchange rates and any other charges that may be incurred by the Bank in respect of this Documentary Credit. The Applicant authorizes the Bank to obtain Foreign Exchange permit / import licenses if necessary and also authorizes the Bank to debit the Applicant's Account towards any costs and/or losses incurred by the Bank because of the failure of the Foreign Exchange Authorities to provide to the Bank the necessary cover in foreign currency. The Applicant acknowledges that the Bank is obliged to keep funds in foreign currencies abroad for the settlement of Documentary Credits opened in those currencies, and declares and undertakes to bear the consequences that may arise from fluctuation in the rate of the foreign currency in which the credit is opened, up to the amount of this Documentary Credit plus tolerance (if applicable) until final settlement of the value of the relative documents. Consequently the Applicant further authorizes the Bank to debit the Applicant's Account, without prior notices to or permission from the Applicant, for any losses that may be incurred due to such fluctuation.

Where insurance is to be covered by Documentary Credit applicant per terms and conditions, we declare and certify that we have provided and effected all risks insurance relating to this Documentary Credit locally against all possible risks. We confirm having advised the Insurers in writing of the details of this Documentary Credit. We further undertake to –

- Ensure the effectiveness of the insurance policy throughout the validity of this Documentary Credit including any amendments thereto amending the terms of the credit.
- Inform the insurance company and or the underwriter of any such amendments and drawings / shipments under the Documentary Credit per the insurance policy terms and conditions in order to ensure any claims that may be made under the policy for this Documentary Credit / Standby LC are not invalidated.

Further we undertake to insure the goods and / or the finished products using the goods imported under this Documentary Credit against all risks from the date of expiry of the relative

Stamp and Sign of Applicant's authorized signatories

### تعليمات العميل والتعهد للبنك

يفوض مقدم الطلب البنك بالخصم من حساب مقدم الطلب

المحتفظ به لدى البنك (**"حساب مقدم الطلب**")، لدفع الفواتير/ المطالبات المستلمة بموجب هذا الاعتماد المستندي/ خطاب الاعتماد الاحتياطى ويتعهد بتوفير أموال كافية لتكون متاحة في حساب مقدم الطلب. كما أن البنك مخول بشكل لا رجعة فيه بخصم حساب مقدم الطلب من الهامش المطلوب (إن وجد) وجميع الرسوم والعمولات والفوائد والفرق فى أسعار الصرف وأى رسوم أخرى قد يتكبدها البنك فيما يتعلق بهذا الاعتماد المستندى. يفوض مقدم الطلب البنك بالحصول على تصريح صرف أجنبي/ تراخيص استيراه إذا لزم الأمر ويفوض البنك أيضا بالخصم من حساب مقدم الطلب تجاه أي تكاليف و/ أو خسائر يتكبدها البنك بسبب فشل سلطات الصرف الأجنبى في تزويد البنك بالتفطية اللازمة بالعملة الأجنبية. يقر مقدم الطلب بأن البنك ملزم بالاحتفاظ بأموال بالعملات الأجنبية في الخارج لتسوية الاعتمادات المستندية المفتوحة بتلك العملات، ويعلن ويتعهد بتحمل العواقب التي قد تنشأ عن التقلبات في سعر العملة الأجنبية التي يتم فتح الاعتماد بها، حتى مبلغ هذا الاعتماد المستندى بالإضافة إلى التسامح (إن وجد) حتى التسوية النهائية لقيمة المستندات ذات الصلة. وبناء على ذلك، يفوض مقدم الطلب البنك أيضا بالخصم من حساب مقدم الطلب، دون إشعار مسبق أو إذن من مقدم الطلب، عن أي خسائر قد يتم تكبدها بسبب هذه التقلبات.

في حالة تغطية التأمين بواسطة طالب الاعتماد المستندي وفقا للشروط والأحكام، فإننا نعلن ونصادق على أننا قمنا بتوفير وتنفيذ جميع التأمين ضد المخاطر المتعلقة بهذا الاعتماد المستندي محليا ضد جميع المخاطر المحتملة. نؤكد أننا أبلغنا شركات التأمين كتابيا بتفاصيل هذا الاعتماد المستندي. كما نتعهد بما يلى:

- التأكد من سريان وثيقة التأمين طوال مدة سريان هذا
   الاعتماد المستندي بما في ذلك أي تعديلات تطرأ عليه بتعديل
   شروط الاعتماد.
- إبلاغ شركة التأمين و/أو متعهد التغطية بأي من هذه التعديلات والسحوبات/الشحنات بموجب الاعتماد المستندي وفقا لشروط وأحكام وثيقة التأمين من أجل ضمان عدم إبطال أي مطالبات قد تتم بموجب وثيقة الاعتماد المستندي/ خطاب الاعتماد الاحتياطي.

كما نتعهد بالتأمين على البضائع و/أو المنتجات النهائية باستخدام البضائع المستوردة بموجب هذا الاعتماد المستندي ضد جميع المخاطر من تاريخ انتهاء التأمين البحري/ البري/ الجوي

marine / land / air insurance until the goods are finally sold / utilized. We also confirm that the proceeds under these policies have been assigned in the Bank's favor. We further hereby authorize the Bank to obtain additional insurance coverage as it may deem necessary and authorize the Bank to debit the Applicant's Account for costs incurred for obtaining such of insurance policy.

The Applicant hereby grants in favor of the Bank security over the documents and the goods by way of pledge, charge and assignment in each case to the full extent possible by law as security for any amount owed by the Applicant to the Bank in connection with this Documentary Credit and agree to execute at its own cost any documentation as the Bank may require to enforce its rights in respect to the documents and goods.

The Applicant certifies that neither the beneficiaries named nor the suppliers of the goods or the vessel carrying the goods, manufacturer, beneficial owners of suppliers & manufacturers, countries of beneficiaries, supplier and manufactures, goods themselves, ports used / to be used and all countries involved in case of transshipment are subject to boycott or blacklisting. We further add, that the import of the goods described under this credit, is not prohibited or restricted under Laws of Sultanate of Oman and we hold and undertake to exhibit to you a valid import license where such license is required and that the underlying transaction represents a genuine trade transaction.

To the extent not conflicting with the laws of the Sultanate of Oman, any credit to be issued under this application shall be subject to in case of -

- Documentary Credits: (A) "The LC Master Agreement Terms and Conditions signed by us, (B) "Uniform Customs and Practice for Documentary Credits Latest Revision issued by the International Chamber of Commerce, (C) "International Standard Banking Practice" for the examination of Documents under Documentary Letters of Credit Latest Revision issued by the International Chamber of Commerce, and (D) "The Uniform Rules for Bank-To-Bank Reimbursement under Documentary Credit Latest Revision issued by the International Chamber of Commerce, INCOTERMS Latest Revision issued by the International Chamber of Commerce.
- Standby Letter of Credit: (A) "The LC Master Agreement Terms and Conditions signed by us, (B) "Uniform Customs and Practice for Documentary Credits – Latest Revision – issued by the International Chamber of Commerce or "International Standby Practices – Latest Revision – issued by the International Chamber of Commerce as applicable.

النسبى حتى بتم بنع/ استخدام البضائع نهائيا. كما نؤكد أن العائدات بموجب هذه السياسات قد تم تخصيصها لصالح البنك. كما نفوض البنك بالحصول على تغطية تأمينية إضافية حسبما يراه ضروريا ونفوض البنك بالخصم من حساب مقدم الطلب لتغطية التكاليف المتكبدة للحصول على وثيقة التأمين هذه. يمنح مقدم الطلب بموجب هذا لصالح البنك ضمانا على المستندات والبضائع عن طريق الرهن والرسوم والتنازل في كل حالة إلى أقصى حد ممكن بموجب القانون كضمان لأي مبلغ مستحق على مقدم الطلب للبنك فيما يتعلق بهذا الاعتماد المستندى ويوافق على تنفيذ أي مستندات قد يطلبها البنك على نفقته الخاصة لإنفاذ حقوقه فيما يتعلق بالمستندات والبضائع. بقر مقدم الطلب بأنه لا المستفيدين المذكورين ولا موردي البضائع أو السفينة التي تحمل البضائع أو الشركة المصنعة أو المالكين المستفيدين للموردين والمصنعين أو بلدان المستفيدين أو الموردين والمصنعين أو البضائع نفسها أو الموانئ المستخدمة/ التى سيتم استخدامها وجميع البلدان المعنية في حالة إعادة الشحن يخضعوا للمقاطعة أو من ضمن القائمة السوداء. نضيف أيضا أن استيراد البضائع الموصوفة بموجب هذا الائتمان، ليس محظورا أو مقيدا بموجب قوانين سلطنة عمان، ونحن نحتفظ ونتعهد بأن نعرض لك رخصة استيراد سارية المفعول حيث

إلى الحد الذي لا يتعارض مع قوانين سلطنة عمان، يخضع أي ائتمان يتم إصداره بموجب هذا الطلب في حالة -

يكون هذا الترخيص مطلوبا وأن المعاملة الأساسية تمثل معاملة

تجارية حقيقية.

- الاعتمادات المستندية: (أ) "شروط وأحكام اتفاقية الاعتماد المستندي الرئيسية الموقعة من قبلنا، (ب) "الأعراف والممارسات الموحدة للاعتمادات المستندية أحدث نسخة منها الصادرة عن غرفة التجارة الدولية، (ج) "الممارسة المصرفية الدولية الموحدة" لفحص المستندات بموجب خطابات الاعتماد المستندية أحدث نسخة منها الصادرة عن غرفة التجارة الدولية، و (د) "القواعد الموحدة لسداد التكاليف من بنك إلى بنك بموجب الاعتماد المستندي أحدث نسخة منها صادر عن غرفة التجارة الدولية، مصطلحات التجارة الدولية، الحولية، مصطلحات التجارة الدولية، الحولية، الحولية، الدولية، الحولية، الدولية أحدث نسخة الحولية أحدث نسخة الحولية أحدث نسخة منها صادرة عن غرفة التجارة الدولية.
- خطاب الاعتماد الاحتياطي: (أ) "شروط وأحكام اتفاقية الاعتماد المستندي الرئيسية الموقعة من قبلنا، (ب) "الأعراف والممارسات الموحدة للاعتمادات المستندية أحدث نسخة منها الصادرة عن غرفة التجارة الدولية أو "الممارسات الاحتياطية الدولية أحدث نسخة منها الصادرة عن غرفة التجارة الدولية حسب الاقتضاء.

Since per UCP, it is mandatory for us to give our decision without delay concerning documents, we therefore undertake to come to your Bank in order to examine documents immediately upon your verbal or written advice to us but not later than 2 business days after your verbal or written advice date, failing that, we hereby authorize you to reject documents negotiated under reserve and/or containing discrepancies without any responsibility on your part as a result thereof, and we hereby accordingly waive our right to Invoke any claims or objections arising thereof against you. We are aware and agree that in all cases you have the absolute right to choose to reject the discrepant documents based on your sole judgment. In addition, we are fully aware of article 12B of UCP600 and waive any rights to revoke any obligations resulting from practicing the authorities in the said article.

In case delivery of consignment is taken by us directly, we hereby authorize you to debit the amount of the documents presented by the beneficiary (plus bank charges if any) under this credit to our account with you in accordance with the tenor of the documents even if we fail to submit acceptance letter/ authorization presented under the said credit irrespective of whether or not the documents presented are compliant with the credit terms and conditions

We authorize you to make any addition to the documentary conditions which you may consider as necessary to ensure compliance with Government regulations and CBO guidelines. You may advise this Documentary Credit or restrict its availability to yourself or to any of your Correspondent bank of your choice unless otherwise instructed by us.

We will indemnify and hold the Bank indemnified against all claims, demands, costs, charges and expenses which may be brought or preferred against the Bank or which the Bank may incur arising out of or in connection with any credit issued pursuant to this Application unless any such loss arises as a result of the Bank's negligence or default.

The LC Master Agreement Terms and Conditions for Opening Documentary Credits (as amended from time to time) (the "DC General Conditions") can be accessed, read and printed by visiting [www.oman-arabbank.com] or alternatively the Applicant can request a copy from any branch of the Bank.

نظرا لأنه وفقا لـ (UCP) ، من الضروري بالنسبة لنا إصدار قرارنا دون تأخير بشأن المستندات، لذلك نتعهد بالحضور إلى البنك الذي نتعامل معه من أجل فحص المستندات فور تقديم المشورة الشفوية أو المكتوبة لنا ولكن في موعد لا يتجاوز ٢ أيام عمل بعد تاريخ النصيحة الشفوية أو المكتوبة، وإلا فإننا نسمح لك بموجب هذا برفض المستندات التي تم التفاوض عليها بموجب التحفظ و/ أو التي تحتوي على تناقضات دون أي مسؤولية من جانبك نتيجة لذلك، ونحن بموجب هذا نتنازل عن حقنا في الاحتجاج بأي مطالبات أو اعتراضات تنشأ عنك. نحن ندرك ونتفق على أنه في جميع الحالات لديك الحق المطلق في اختيار رفض المستندات المتناقضة بناء على حكمك المنفرد. بالإضافة إلى ذلك، نحن على دراية تامة بالمادة (ICP1 من ۱۲۵۰) ونتنازل عن أي حقوق لإلغاء أي التزامات ناتجة عن ممارسة السلطات في المادة المذكورة.

في حالة تسليم الشحنة من قبلنا مباشرة، نفوضك بموجب هذا بخصم مبلغ المستندات المقدمة من المستفيد (بالإضافة إلى الرسوم المصرفية إن وجدت) بموجب هذا الائتمان إلى حسابنا معك وفقا لمدة المستندات حتى إذا فشلنا في تقديم خطاب القبول/ التفويض المقدم بموجب الائتمان المذكور بغض النظر عما إذا كانت المستندات المقدمة متوافقة مع شروط الائتمان وينوده أم لا.

كما نسمح لك بإجراء أي إضافة على الشروط المستندية التي قد تعتبرها ضرورية لضمان الامتثال للوائح الحكومية وإرشادات البنك المركزى العمانى.

يمكنك تقديم المشورة لهذا الاعتماد المستندي أو تقييد توفره لنفسك أو لأي من البنوك المراسلة التي تختارها ما لم نطلب خلاف ذلك من قبلنا.

سنقوم بتعويض البنك وتعويضه عن جميع المطالبات والطلبات والطلبات والتكاليف والرسوم والنفقات التي قد يتم تقديمها أو تفضيلها ضد البنك أو التي قد يتكبدها البنك ناشئة عن أو فيما يتعلق بأي ائتمان صادر بموجب هذا الطلب ما لم تنشأ أي خسارة من هذا القبيل نتيجة لإهمال البنك أو تقصيره.

يمكن الاطلاع على شروط وأحكام اتفاقية الاعتماد المستندي الرئيسية لفتح الاعتمادات المستندية (بصيغتها المعدلة من وقت لأخر) ("الشروط العامة للاعتمادات المستندية") وقراءتها وطباعتها من خلال زيارة أأدخل الرابط التشعبي للشروط العامة للاعتمادات المستندية] أو بدلا من ذلك يمكن لمقدم الطلب طلب نسخة من أي فرع من فروع البنك.

Stamp and Sign of Applicant's authorized signatories

